

Exhibit D
(Dkt. No. 42-4)
REDACTED

1 UNITED STATES OF AMERICA
2 NORTHERN DISTRICT OF CALIFORNIA
3

4 In the Matter of:)
5 UNITED STATES OF AMERICA,) Case No.
6 V.) 3:22-cv-3070TSH
7 TWITTER, INC.,)
8
9
10
11

12 Wednesday, April 19, 2023
13 Via Zoom videoconference
14
15

16 The above-entitled matter came on for
17 deposition, pursuant to notice, at 11:01 a.m. Eastern,
18 for the testimony of:
19

20 ANDREW SAYLER
21
22
23
24

25 Reported by: DEBORAH WEHR, RPR

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4/19/2023

1 APPEARANCES:

2

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25 (Appearances continued on next page.)

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1 (Appearances continued.)

2

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1 A. I did not.

2 Q. Dr. Sayler, are you subject to any type of
3 confidentiality agreement or nondisclosure obligation
4 that would limit your ability to participate fully in
5 today's deposition?

6 A. I don't believe so.

7 Q. Twitter has not asked you to sign or enter any
8 type of agreement regarding your participation in
9 today's deposition?

10 A. No. I have a severance agreement that includes
11 an NDA, but it excludes interacting with the FTC and
12 other regulatory investigations.

13 Q. I understand you are appearing here today
14 pursuant to a subpoena that you received; is that
15 correct?

16 A. That is correct.

17 Q. Are you currently under the influence of any
18 medication that would affect your ability to
19 participate in today's deposition?

20 A. I am not.

21 Q. Is there any reason you would not be able to
22 testify accurately and truthfully today?

23 A. Not that I'm aware of.

24 Q. When did you start working at Twitter?

25 A. September of 2016.

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1 Q. And when you joined, what position did you
2 have?

3 A. I was a security engineer on the enterprise
4 security team.

5 Q. And what did you do in that role? What were
6 your job duties and responsibilities?

7

7

| Bar Index | Relative Length (approximate) |
|-----------|-------------------------------|
| 1 | 100% |
| 2 | 85% |
| 3 | 95% |
| 4 | 75% |
| 5 | 92% |
| 6 | 100% |
| 7 | 60% |
| 8 | 95% |
| 9 | 92% |
| 10 | 40% |

17 THE REPORTER: I'm sorry --

18 MS. KIM: I'm sorry, the connection got a
19 little fuzzy and I think we missed the last part.
20 Deborah, do you want to read back where it started to
21 break up.

22 THE REPORTER: Yeah, it was actually pretty
23 early on you started to break up. I apologize, if you
24 could repeat the answer.

25 THE WITNESS: The enterprise security team sat

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4

BY MS. KIM:

5

Q. To whom did you report in that role as security
6 engineer when you first joined?

7

A. When I first joined, I was reporting Joe
8 Stevenson.

9

Q. Did anyone else supervise your work?

10

A. At that time, no.

11

Q. And at some point when you were -- again, just
12 focusing on your first position there as security
13 engineer, at some point did that change?

14

A. Yes. I was promoted several times, first to a
15 senior security engineer role and then later to a staff
16 security engineer role. The nature of the work did not
17 radically change, but the scope of projects I was
18 working on expanded.

19

Q. I apologize. My question earlier was vague.

20

When you first started as security engineer, you were
21 reporting to Joe Stevenson. Did you continue reporting
22 to him throughout the time that you were a security
23 engineer?

24

A. No. He left in -- I don't recall the exact

25

date. I think it was probably in early 2020, at which

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1 compliance.

2 Q. So when you took on a management role, it
3 sounds like late 2021, early 2022, roughly how large
4 was the team of employees that you were overseeing or
5 supervising?

6 A. When I initially joined the management role, I
7 only had a couple of direct reports that expanded to
8 around 10 direct reports relatively quickly, and by
9 October of 2022, it was about 25 direct reports via
10 those additional teams that I had taken on and
11 additional hiring that we had done.

12 Q. I apologize if you already covered this. It
13 sounds like or I understand that toward the end of 2022
14 or in the last quarter of '22, you were given the title
15 of director of security engineering; is that correct?

16 A. That is correct. The paperwork was in flight
17 when the deal closed at the end of October. But, yes,
18 that promotion was effectively in progress when the
19 deal closed.

20 Q. And when you got that promotion, did your scope
21 of responsibilities or job functions change?

22 A. The original plan was that I was given that
23 promotion because the 25-person team that I was
24 managing was appropriate for a director level role.
25 However, when the acquisition occurred, shortly

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1 thereafter, I did wind up taking on additional
2 responsibilities via the various re-orgs that Twitter
3 went through during that period.

4 Q. Can you elaborate on what additional
5 responsibilities you took on?

6 A. Yeah.

113

██████████

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1 Q. Did you have a sense as to what extent, if any,
2 the security organization was affected by the
3 terminations and layoffs that happened after the
4 acquisition?

5 MS. LONDON: Objection to form, vague and
6 ambiguous.

7 THE WITNESS: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

17 BY MS. KIM:

18 Q. I [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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1 were made to address that risk?

2 A.

13 Q. Is it your recollection that not all of the
14 recommendations made by the security team were
15 incorporated in the version that relaunched in early
16 November?

17 A. I don't believe they were. And I say that not
18 because I remember the exact mitigations, but because I
19 remember conversations after the relaunch where various
20 issues that we had raised as risks came to fruition.

21 Q. And what were those issues that you had
22 identified as risks that came to fruition?

23 A. I think it was primarily folks using the
24 ability to buy verification to impersonate other
25 traditionally verified accounts. It was a fairly

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1 satisfy Elon's requests to get these reporters access
2 to certain corporate documents without needing to
3 actually get the reporters any access directly
4 themselves.

5 Q. Okay. And I just want to caution you, I'm not
6 asking for you to reveal what you discussed with
7 Twitter's lawyers. Were you involved in the granting
8 of any access or permissions to any of those outside
9 third-party journalists?

10 A. I don't believe we actually granted any access
11 directly to the outside journalists. I was involved in
12 an -- early on when I first got involved with this
13 effort, there was a request to grant access to one of
14 them. I don't believe we ultimately serviced that
15 request in a way where that individual ever received
16 any useful access.

17 Q. Was that individual somebody named Bari Weiss?

18 A. Yes, that's correct.

19 Q. Do you recall whether at one point there was a
20 request for Ms. Weiss to be granted or given -- granted

21 [REDACTED]

22 [REDACTED]

23 A. Yes, I believe there was a request of that
24 nature. More specifically, I think there was a request
25 from Elon to provide Ms. Weiss with full access to

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1 Twitter systems that wound up going directly to a
2 member of our IT team, who interpreted it in the manner
3 you just noted, to [REDACTED] and things of
4 that nature. I ultimately, I think, got moved into
5 this request shortly after that point, at which point
6 we pushed back on this request and tried to seek
7 alternative mechanisms by which we could get Ms. Weiss
8 the data she was interested in without having to
9 provide her with her own account or direct access to
10 Twitter systems.

11 Q. Is it your understanding that Ms. Weiss
12 ultimately was not given full access to Twitter
13 systems?

14 A. I think we wound up creating an account for
15 her, but we never actually gave her access to that
16 account. She was never in possession of the password
17 and never used it. I believe we cleaned it up and
18 deleted it prior to her receiving access. That was, at
19 least, my understanding of the situation.

20 Q. Within Slack, is there a type of access called
21 super admin access?

22 A. I think it's probably being used colloquially
23 to refer to basically the highest privilege of Slack
24 administrative access that would give you broad ability
25 to change Slack settings and potentially search for

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1 content across our Slack.

2 Q. Was Ms. Weiss ever given super admin access on
3 Slack?

4 A. Similar to the last case, it's possible we
5 assigned that access to the account that was created
6 for her, but I don't believe she ever actually took
7 possession or had control of that account. And then
8 ultimately we would have cleaned that up as it was
9 deemed not necessary.

10 Q. Given your involvement in this project, was
11 Ms. Weiss ever granted access to any Twitter systems or
12 services that would allow her to see users' nonpublic
13 information?

14 A. I don't believe she was granted direct access
15 to any services. I believe she was working with some
16 other individuals within Twitter who were potentially
17 accessing such services on her behalf.

18 Q. Were any other third-party journalists granted
19 access to Twitter's systems or services that enabled
20 them to view or access users' nonpublic information?

21 A. To the best of my knowledge, we didn't provide
22 direct access to any of the journalists involved in
23 this project or otherwise to any Twitter systems that
24 would have allowed that. We did, in some limited
25 cases, I believe, allow the journalists to make

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1 Q. During any of these meetings regarding cutting
2 the budget and cost cutting measures, did Mr. Musk or
3 anyone from his team say anything that gave you the
4 impression, you know, resources to support the security
5 and privacy function remain a priority for the company?

6 MS. LONDON: Objection to form, vague and
7 ambiguous.

8 THE WITNESS: I do not recall in detail
9 everything that was said in all of these meetings,
10 especially by other folks in the room. I do know
11 Christopher and Josh were present in some of these
12 meetings and did express a desire to ensure Twitter
13 could continue to operate its security and privacy
14 programs. They were certainly arguing on behalf of the
15 wider security org and the importance of maintaining
16 budget items that were critical to security and
17 privacy. I do not know that they won all of those
18 arguments. I don't recall specific folks from Elon's
19 side making assertions one way or the other as to
20 Twitter's desire to comply with the FTC consent decree.

21 BY MS. KIM:

22 Q. After that meeting you and Mr. Wilson and
23 Mr. Rosa had with Mr. Musk regarding the FTC order and
24 the security and privacy functions more broadly at the
25 organization, did anything else happen that changed

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1 your opinion of Mr. Musk's commitment to complying with
2 the order?

3 MS. LONDON: Objection, vague, asked and
4 answered.

5 THE WITNESS: I don't recall specific events
6 that would have changed that. Generally speaking, the
7 various events we underwent with respect to the way
8 employees were being treated continued to raise
9 concerns to me about our ability to retain the talent
10 we would need to comply with this order. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

25 Q. Did you raise those concerns to anybody else?

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1 C E R T I F I C A T I O N O F R E P O R T E R

2 CASE TITLE: USA v. TWITTER, INC.

3 DATE: APRIL 19, 2023

4

5 I HEREBY CERTIFY that the transcript
6 contained herein is a full and accurate transcript of
7 the notes taken by me at the hearing on the above cause
8 before the FEDERAL TRADE COMMISSION to the best of my
9 knowledge and belief.

10

11

DATED: 4/26/23

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13



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DEBORAH WEHR, RPR

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CERTIFICATE OF DEPONENT

I hereby certify that I have read and examined the foregoing transcript, and the same is a true and accurate record of the testimony given by me.

Any additions or corrections that I feel are necessary, I will attach on a separate sheet of paper to the original transcript.



WITNESS NAME

WITNESS:

DATE:

CASE:

Please note any errors and the corrections thereof on this errata sheet. The rules require a reason for any change or correction. It may be general, such as "To correct stenographic error," or "To clarify the record," or "To conform with the facts."

| <u>PAGE</u> | <u>LINE</u> | <u>CORRECTION</u> | <u>REASON FOR CHANGE</u> |
|-------------|-------------|-------------------|--------------------------|
|-------------|-------------|-------------------|--------------------------|

See three pages attached.

Transcript: <https://digify.com/s/o4f10Q>

Corrections by Andy Sayler (2023-05-26)

- Page 14, Lines 23-25: "They previously had done the IT work" should be "They previously **were part of IT**" (To correct a stenographic error)
- Page 15, Line 16: "they **weren't**" should be "they **were**" (To correct a stenographic error)
- Page 16, and beyond: "**info sec**" is generally written "**InfoSec**" (To correct a stenographic error)
- Page 17, and beyond: "**Xiaopeiw**" should just be "**Xiaopei**" (To correct a stenographic error)
- Page 20, Line 16: "**ISO 2701**" is how it's generally said ("27-o-one"), but it's written "**ISO 27001**" (To correct a stenographic error)
- Page 57, line 8: "solidified **se**" **should be** "solidified **set**" (To correct a stenographic error)
- Page 58, line 8: "**last** of an" should be "**lack** of an" (To correct a stenographic error)
- Page 64, Line 21: "**writing** on" should be "**working** on." (To correct a stenographic error)
- Page 69, and beyond: "**Pager duty**" is a product name written "**PagerDuty**" (To correct a stenographic error)
- Page 87, Line 18: "**class-cutting**" should be "**cost-cutting**" (To correct a stenographic error)
- Page 88, Line 12: "**was**" should be "**would**" (To correct a stenographic error)
- Page 92, Line 14: "**what**" should be "**when**" (To correct a stenographic error)
- Page 101, Line 18: "**rolls**" should be "**roles**" (To correct a stenographic error)
- Page 110, Line 3: "accountable **to** the FTC." (missing word) (To correct a stenographic error)
- Page 112, Line 19: remove "**a**" in "it **wasn't a clear**" (To correct a stenographic error)
- Page 114, Line 3: "**noted**" should be "**notified**" (To correct a stenographic error)
- Page 118, Line 9: "**nonengineers**" should be "**non-engineers**" (To correct a stenographic error)
- Page 118, Line 13: "**nonengineering**" should be "**non-engineering**" (To correct a stenographic error)
- Page 118, Line 19: "**practice**" should likely be "**project**" (To correct a stenographic error)
- Page 121, Line 19: "**This**" should be "**this**" (To correct a stenographic error)
- Page 124, Lines 16-18: Sentence should read "Certainly all critical services had, at this **point. The authorization mechanism was less** far along." (To correct a stenographic error)
- Page 126, Line 7: "**create** individual entitlements..." (To correct a stenographic error)
- Page 127, Line 11: "**extraction**" should be "**abstraction**" (To correct a stenographic error)
- Page 127, Line 19: "managing complexity **in the** authorization **space**." (To correct a stenographic error)
- Page 128, Line 14: "... in that it **had** been deployed" (To correct a stenographic error)
- Page 129, Line 13: "run **an**" should be "run **on**" (To correct a stenographic error)
- Page 130, Line 22: "**States**" should be "**space**" (To correct a stenographic error)

- Page 131, Line 25 and Page 132, Line 1: I'm not sure exactly what was said here, but the general gist should be closer to "These are all **mechanisms that SREs at Twitter** would have had..." (To clarify the record)
- Page 135, Line 16: "**nonaccess**" should be "**non-access**" (To correct a stenographic error)
- Page 142, Line 3: "**hardcore**" should be "**our core**" (To correct a stenographic error)
- Page 142, Line 15: "**dentally**" should be "**definitely**" (To correct a stenographic error)
- Page 144, Line 10: "**shifting**" should be "**shipping**" (To correct a stenographic error)
- Page 154, Line 18: "**views**" should be "**abuse**" (To correct a stenographic error)
- Page 165, Line 23: "**mature**" should be "**maturity**" (To correct a stenographic error)
- Page 169, Line 2: "**from**" should be "**and**" (To correct a stenographic error)
- ~~Page 169, Multiple: "**SFMC**" should be "**SMFC**"~~ (likely stated wrong during the conversation, so maybe fine to leave as is, but SMFC is the correct acronym.) (To clarify the record)
- Page 169, Line 18: "**So** you" should be "**Do** you" (To correct a stenographic error)
- Page 171, Line 22: "**reflecting**" should be "**replacing**" (To correct a stenographic error)
- Page 172, Line 5: "**and** that" should be "**in** that" (To correct a stenographic error)
- Page 172, Lines 12-13: "... scanning like **this, Aurora had** certain limitations..." (To correct a stenographic error)
- Page 172, Line 15: "**bear**" should be "**bare**" (To correct a stenographic error)
- Page 173, Line 2: "spin it **off**" should be "spin it **up**" (To correct a stenographic error)
- Page 178, Line 4: "**their**" should be "**the**" (To correct a stenographic error)
- Page 182, Line 15: "**I's** likely" should be "**It's** likely" (To correct a stenographic error)
- Page 197, Line 11: "**on the line**" should be "**on loan**" (To correct a stenographic error)
- Page 199, Line 18: "... they **were not only helping**" should be "they **were helping**" (To clarify the record)
- Page 208, Line 5: "There was **not** an awful" (missing "not") (To correct a stenographic error)
- Page 209, Line 2: "**human** access" should be "**remote** access" (To clarify the record)
- Page 210, Line 22 and beyond: "**Deema**" is spelled "**Deemah**" (To correct a stenographic error)
- Page 212, Line 12: "**site**" should be "**side**" (To correct a stenographic error)
- Page 213, Line 6: "**Don't**" should be "**don't**" (capitalization) (To correct a stenographic error)
- Page 221, Line 20: "**R back**" should be "**RBAC**" (To correct a stenographic error)
- Page 221, Line 21: "high **prior**" should be "high **priority**" (To correct a stenographic error)
- Page 226, Line 3: "to **reset**" should be "to **collect**" (To correct a stenographic error)
- Page 228, Line 13: "**doc** reader" should be "**door** reader" (To correct a stenographic error)
- Page 234, Line 18: "corporate **zone. Standards** changed between datacenters," (To correct a stenographic error)
- Page 235, Line 14: "**structures**" should be "**infrastructure**" (To correct a stenographic error)

- Page 241, Line 23: "**DIS**" should be "**git**" (To correct a stenographic error)
- Page 247, Line 18: "**coded** production" should be "**code in** production" (To correct a stenographic error)
- Page 247, Line 23: "**filing**" should be "**Flyway**" (To correct a stenographic error)
- Page 247, Line 25: "**STLC**" should be "**SDLC**" (To correct a stenographic error)
- Page 267, Line 22: "**decisionmaking**" should be "**decision making**" (missing space) (To correct a stenographic error)
- Page 270, Line 1: "**mews**" should be "**news**" (To correct a stenographic error)